

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>HCaTS SB</b>		PAGE <b>1</b>		OF <b>1</b>		PAGES <b>1</b>	
2. AMENDMENT/MODIFICATION NUMBER <b>PS- FY2023 Master Modification</b>			3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQUISITION NUMBER			5. PROJECT NUMBER (If applicable)			
6. ISSUED BY <b>GSA Federal Acquisition Service Human Capital &amp; Training Solutions 1 World Trade Center, New York, NY 10007</b>			CODE		7. ADMINISTERED BY (If other than Item 6)			CODE			
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)  <b>See Attachment 1- Signatures</b>						<input checked="" type="checkbox"/> (X)		9A. AMENDMENT OF SOLICITATION NUMBER			
						<input type="checkbox"/>		9B. DATED (SEE ITEM 11)			
						<input checked="" type="checkbox"/> (X)		10A. MODIFICATION OF CONTRACT/ORDER NUMBER <b>All HCaTS Small Business</b>			
						<input type="checkbox"/>		10B. DATED (SEE ITEM 13) <b>7/17/2023</b>			
CODE			FACILITY CODE								
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>											
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.											
12. ACCOUNTING AND APPROPRIATION DATA (If required)											
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.</b>											
CHECK ONE		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.									
<input type="checkbox"/>											
<input type="checkbox"/>		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).									
<input checked="" type="checkbox"/> (X)		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>FAR 43.103(a) Mutual Agreement of the Parties</b>									
<input type="checkbox"/>		D. OTHER (Specify type of modification and authority)									
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.											
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)											
This modification will be applied to all HCaTS contracts. The purpose of this modification is as follows: -Incorporation of FAR 52.204-27 Prohibition on a ByteDance Covered Application; -Changes in terms and conditions as they read in the attached "Summary of Changes"											
This is a bilateral modification and the contractors' agreement to this modification was captured via a modification form which is attached to each individual contract. The list of affected contracts is listed in Attachment 1-Signatures.											
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.											
15A. NAME AND TITLE OF SIGNER (Type or print)  See Attachment 1- Signatures						16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  Daniel Trimboli, Contracting Officer					
15B. CONTRACTOR/OFFEROR				15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  <b>DANIEL TRIMBOLI</b>				16C. DATE SIGNED  Digitally signed by DANIEL TRIMBOLI Date: 2023.07.17 14:36:56 -04'00'	
(Signature of person authorized to sign)						(Signature of Contracting Officer)					

## INSTRUCTIONS (*Back Page*):

Instructions for items other than those that are self-explanatory, are as follows:

- (a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.
- (b) Item 3 (Effective date).
- (1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.
- (2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.
- (3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.
- (4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.
- (5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.
- (c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.
- (d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.
- (e) Items 9, (Amendment of Solicitation Number - Dated), and 10, (Modification of Contract/Order Number - Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.
- (f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:
- (1) Accounting classification \_\_\_\_\_  
Net increase \$ \_\_\_\_\_
- (2) Accounting classification \_\_\_\_\_  
Net decrease \$ \_\_\_\_\_
- NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".
- (g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)
- (h) Item 14 (Description of Amendment/Modification).
- (1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.
- (2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:
- (i) Total contract price increased by \$ \_\_\_\_\_
- (ii) Total contract price decreased by \$ \_\_\_\_\_
- (iii) Total contract price unchanged.
- (3) State reason for modification.
- (4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.
- (5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to --
- (i) A reference to the letter determination; and
- (ii) A statement of the net amount determined to be due in settlement of the contract.
- (6) Include subject matter or short title of solicitation/contract where feasible.
- (i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

(b) (6)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1   1	
2. AMENDMENT/MODIFICATION NO. PA-0001		3. EFFECTIVE DATE Refer to Block 16C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (IF APPLICABLE) HCATS SB	
6. Issued By General Services Administration Federal Acquisition Service One World Trade Center, 55th Floor New York, NY 10007		Code		7. ADMINISTERED BY (If other than Item 6)		Code	
8. Name and Address of Contractor (No., street, county, State and ZIP Code)  Ideation, Inc. 1768 Business Center Drive, Suite 230 Reston, VA 20190-5349				(x)		9A. AMENDMENT OF SOLICITATION No.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER No. 47QREB19D0006	
						10B. DATED (SEE ITEM 13) July 26, 2019	
CODE		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended <input type="checkbox"/> is not extended.							
Offer's must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
<input type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO : (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF :							
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) Mutual agreement of the parties							
<b>E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.</b>							
14. DESCRIPTION OF <del>AMENDMENT</del> <b>MODIFICATION</b> (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  The purpose of this modification is: A. To add the following clauses to all HCaTS contracts: 1. GSAR clause 552.204-70 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019), pursuant to Class Deviation CD-2019-11, issued August 13, 2019. 2. FAR clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019), as prescribed in FAR 4.2105(b). B. Update the NAICS codes size standards. C. Submit a signed copy of this modification with the completed representation at 552.204-70(c). If applicable, provide disclosures at 552.204-70(d). D. All other terms and conditions of the contract remain unchanged.							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)  Gopal Raja, President				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  Nasim Lashaninejad, Contracting Officer			
15B. CONTRACTOR/OFFEROR  (b) (6)  (Signature of person authorized to sign)		15C. DATE SIGNED  9/25/2019		16B. UNITED STATES OF AMERICA  Nasim BY Lashaninejad (Signature of Contracting Officer)		16C. DATE SIGNED  Digitally signed by Nasim Lashaninejad Date: 2019.10.01 09:41:11 -04'00'	

## **Summary of Changes**

### **SECTION I:**

#### **I.2.3 FAR AND GSAR CLAUSES IN FULL TEXT**

Section I.2.3.7 and I.2.3.8 have been added.

#### **I.2.3.7 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)**

(a) *Definitions.* As used in this clause—

“Covered foreign country” means The People’s Republic of China.

“Covered telecommunications equipment or services” means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

“Critical technology” means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);



(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

“Substantial or essential component” means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation [4.2104](#).

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

#### **I.2.3.8 552.204-70 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)**

(a) Definitions. As used in this clause-

“Covered telecommunications equipment or services”, “Critical technology”, and “Substantial or essential component” have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Representation. [Contractor to complete and submit to the Contracting Officer] The Offeror or Contractor represents that it [ ] will or [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.

(d) Disclosures. If the Offeror or Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Offeror or Contractor shall provide the following additional information to the Contracting Officer--

(1) All covered telecommunications equipment and services offered or provided (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of clause)

## **SECTION H:**

### **H.4.1 HCaTS SB NAICS CODES**

**FROM:**

NAICS Codes are grouped into two separate Pools based on two separate small business size standards (\$11M and \$15M).

<b>POOL 1: \$11M SMALL BUSINESS SIZE STANDARD</b>	
<b>NAICS CODE</b>	<b>NAICS TITLE</b>
<b><u>611430</u></b>	<b><u>Professional and Management Development Training</u></b>
611699	All Other Miscellaneous Schools and Instruction
624310	Vocational Rehabilitation Services
<b>POOL 2: \$15M SMALL BUSINESS SIZE STANDARD</b>	
<b>NAICS CODE</b>	<b>NAICS TITLE</b>
541611	Administrative Management and General Management Consulting Services
<b><u>541612</u></b>	<b><u>Human Resources Consulting Services</u></b>
541613	Marketing Consulting Services
541618	Other Management Consulting Services
611710	Educational Support Services

**TO:**

NAICS Codes are grouped into two separate Pools based on two separate small business size standards (\$12M and \$16.5M).



<b>POOL 1: \$12M SMALL BUSINESS SIZE STANDARD</b>	
<b>NAICS CODE</b>	<b>NAICS TITLE</b>
<b><u>611430</u></b>	<b><u>Professional and Management Development Training</u></b>
611699	All Other Miscellaneous Schools and Instruction
624310	Vocational Rehabilitation Services
<b>POOL 2: \$16.5M SMALL BUSINESS SIZE STANDARD</b>	
<b>NAICS CODE</b>	<b>NAICS TITLE</b>
541611	Administrative Management and General Management Consulting Services
<b><u>541612</u></b>	<b><u>Human Resources Consulting Services</u></b>
541613	Marketing Consulting Services
541618	Other Management Consulting Services
611710	Educational Support Services

**END OF SUMMARY OF CHANGES**





## Summary of Changes

### **SECTION C:**

#### **C.3.1.2 KSA 2 (CUSTOMIZED HUMAN CAPITAL STRATEGY SERVICES)**

##### **FROM:**

The scope of KSA 2 is inclusive of, but not limited to, a broad range of human capital and human resources services. These services may include, as a part of talent management and human capital management, the following:

- HR strategy
- Organizational and position management
- Staff acquisition
- Performance management
- Compensation management (excluding payroll)
- HR Development
- Employee relations
- Labor relations
- Separation management

The scope of KSA 2 excludes payroll processing, benefits management, and personnel action processing, which are provided through Public and Private Shared Service Centers (SSCs).

##### **TO:**

The scope of KSA 2 is inclusive of, but not limited to, a broad range of human capital and human resources services. These services may include, as a part of talent management and human capital management, the following:

- HR strategy
- Organizational and position management
- Staff acquisition
- Performance management
- Compensation management
- HR Development
- Employee relations
- Labor relations
- Separation management

#### **C.3.5 SERVICES NOT IN SCOPE**

The following sentence has been deleted:

“At no time shall an OCO award a task order and a Contractor provides a learning management system(s).”

**SECTION G:**

The following section has been added.

**G.3.11 INDUSTRIAL OPERATIONS ANALYST (IOA)**

The HCaTS PMO may designate IOAs for HCaTS contracts and task orders. The IOA is a GSA Government official who assesses Contractor records and conducts Contractor Assistance Visits (CAVs) to the Contractor's place of business to assist the Contractor with task order reporting, Contract Access Fee (CAF) management, and other general contract administration functions deemed necessary by the Government.

**SECTION I:**

- The following clause has been updated (for HCaTS SB and HCaTS 8(a))

**52.219-14 Limitations on Subcontracting (Mar 2020)**

- The following clause has been updated:

**52.215 2 Audit and Records Negotiation (Jun 2020)**

**END OF SUMMARY OF CHANGES**

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. PA-0003	3. EFFECTIVE DATE Refer to Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (IF APPLICABLE) HCATS SB	
6. Issued By General Services Administration Federal Acquisition Service  One World Trade Center, 55th Floor New York, NY 10007	Code	7. ADMINISTERED BY (If other than Item 6) Code		
8. Name and Address of Contractor (No., street, county, State and ZIP Code)  Ideation, Inc.  1768 Business Center Drive Suite 230  Reston, VA, 20190-5349		(X)	9A. AMENDMENT OF SOLICITATION No.	
CODE		FACILITY CODE	9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER No. 47QREB19D0006	
			10B. DATED (SEE ITEM 13) March 25, 2021	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

<input type="checkbox"/>	The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers	<input type="checkbox"/>	is extended	<input type="checkbox"/>	is not extended.
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Offer's must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or  
(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO : (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 42.1203
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF :
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Summary of Changes.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  Nasim Lashaninejad, Contracting Officer	
15B. CONTRACTOR/OFFEROR   (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Nasim BY Lashaninejad (Signature of Contracting Officer)	16C. DATE SIGNED  Digitally signed by Nasim Lashaninejad Date: 2021.03.25 14:16:12 -04'00'



## Summary of Changes

### **SECTION H:**

#### **H.7 LIMITATIONS ON SUBCONTRACTING**

##### **FROM:**

In performance of services awarded under HCaTS 8(a), at least 50% of the cost of task order performance incurred for personnel shall be expended for employees of the concern. FAR 52.219-14 will be monitored and strictly enforced by the HCaTS 8(a) CO.

The Contractor shall specifically identify the total Prime and Sub-contracted labor dollars combined and the total labor dollars subcontracted separately in each invoice submitted under HCaTS 8(a) task orders.

If an ordering agency has a supplemental regulation that does not coincide with FAR 52.219-14, the OCO may tailor this section at the task order level.<sup>6</sup>

##### **TO:**

In performance of services awarded under HCaTS 8(a), at least 50% of the cost of task order performance incurred for personnel shall be expended for employees of the concern. Class deviation 52.219-14 (2020-19) will be enforced at the master IDIQ level and for each Period of Performance of the contract. Based on the Class deviation, a similarly situated entity has the same small business program status as that which qualified the prime contractor for the award. Any work subcontracted to subcontractors not similarly situated will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded.

The Contractor shall specifically identify the total Prime and Sub-contracted labor dollars combined and the total labor dollars subcontracted separately in each invoice submitted under HCaTS 8(a) task orders.

If an ordering agency has a supplemental regulation that does not coincide with Class Deviation 52.219-14 (2020-19), the OCO may tailor this section at the task order level.

### **SECTION I:**

The FAR clause 52.219-14, Limitation on Subcontracting, has been replaced with Class Deviation 52.219-14 Limitations on Subcontracting (CD 2020-19) (Oct 2020)

### **END OF SUMMARY OF CHANGES**

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. PA-0004	3. EFFECTIVE DATE Refer to Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (IF APPLICABLE) HCATS SB	
6. Issued By General Services Administration Federal Acquisition Service  One World Trade Center, 55th Floor New York, NY 10007	Code	7. ADMINISTERED BY (If other than Item 6) Code		
8. Name and Address of Contractor (No., street, county, State and ZIP Code) Ideation, Inc.  1768 Business Center Drive Suite 230  Reston, VA, 20190-5349 "		(X)	9A. AMENDMENT OF SOLICITATION No.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER No. 47QREB19D0006	
			10B. DATED (SEE ITEM 13) Jun 24, 2021	
CODE	FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

<input type="checkbox"/>	The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers	<input type="checkbox"/>	is extended	<input type="checkbox"/>	is not extended.
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Offer's must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO : (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF : Mutual Agreement of the Parties
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Summary of Changes (attached)

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Contractor Signature Document Attached		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Daniel Trimboli, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  DANIEL TRIMBOLI BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED Digitally signed by DANIEL TRIMBOLI Date: 2021.06.24 15:00:45 -04'00'
(Signature of person authorized to sign)			

# HCaTS Master Contracts Modification - June 2021

This form must be completed by an authorized negotiator for your company's HCaTS contract.

An authorized negotiator is also referred as a Key Personnel under the HCaTS Contracts.

Email \*

(b) (6)

Company Name: \*

Ideation, Inc

Contract Number under HCaTS Small Business Pool 1: \*

47QREB19D0006

Contract Number under HCaTS Small Business- Pool 2: \*

My company does not hold a contract under HCaTS SB-Pool 2

Contract Number under HCaTS Unrestricted Pool 1: \*

My company does not hold a contract under HCaTS U Pool 1 ▼

Contract Number under HCaTS Unrestricted- Pool 2: \*

My company does not hold a contract under HCaTS U-Pool 2 ▼

Your email Address: (the person signing this form must be an authorized negotiator on the selected contract) \*

(b) (6)

Your First and Last Name \*

(b) (6)

Do you authorize the Government to incorporate the HCaTS Master Contract Modification Jun 2021 to the above selected contract(s)? By choosing YES, you AGREE to incorporate the HCaTS Modification (Jun 2021) to the above selected contract(s) as a bilateral modification. This form serves as the consent in lieu of the contractors' signature. \*

☒ Yes - I concur the changes as a result of the incorporation of the HCaTS Modification (Jun-2021)

☐ No

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Google Forms



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE		PAGE OF PAGES 1   1	
2. AMENDMENT/MODIFICATION NO. PA-0006		3. EFFECTIVE DATE 09-16-2022		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (IF APPLICABLE) HCATSB
6. Issued By  GENERAL PRODUCTS CENTER SPECIAL PROGRAMS DIV. WASHINGTON, DC 20406		Code		7. ADMINISTERED BY (If other than Item 6)		Code
8. Name and Address of Contractor (No., street, county, State and ZIP Code)  IDEATION, INC. 1768 BUSINESS CENTER DRIVE SUITE 230  RESTON, VA 201905349				(X)		9A. AMENDMENT OF SOLICITATION No.
				X		9B. DATED (SEE ITEM 11)
						10A. MODIFICATION OF CONTRACT/ORDER No. 47QREB19D0006
						10B. DATED (SEE ITEM 13) JUL 26, 2019
CODE		FACILITY CODE				

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

<input type="checkbox"/>	The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers	<input type="checkbox"/>	is extended	<input type="checkbox"/>	is not extended.
--------------------------	---	--------------------------	-------------	--------------------------	------------------

Offer's must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or  
(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

[ ]	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO : (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[X]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FROM: Ideation Inc. 1768 Business Center Drive Reston, VA 20190-5349, USA  TO: 12120 Sunset Hills Road Suite 510 Reston, VA 20190-5349, USA  All other terms and conditions remain the same
[ ]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF :
[ ]	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF **AMENDMENT/MODIFICATION** (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The above number contract is modified as follows:

The contractor's address is hereby modified as follows:

FROM:  
Ideation Inc.  
1768 Business Center Drive  
Reston, VA 20190-5349, USA

TO:  
12120 Sunset Hills Road  
Suite 510  
Reston, VA 20190-5349, USA

All other terms and conditions remain the same

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.



15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Daniel Trimboli, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		DANIEL TRIMBOLI	Digitally signed by DANIEL TRIMBOLI
(Signature of person authorized to sign)		BY	Date: 2022.09.16 13:27:59 -04'00'
		(Signature of Contracting Officer)	

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1   3		
2. AMENDMENT/MODIFICATION NO. MODIFICATION PS-A836			3. EFFECTIVE DATE SEE BLOCK 16C.		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (IF APPLICABLE)	
6. Issued By Code			7. ADMINISTERED BY (If other than Item 6) Code					
General Services Administration GENERAL PRODUCTS CENTER SPECIAL PROGRAMS DIV. WASHINGTON DC 20406			Contracting Officer					
8. Name and Address of Contractor (No., street, county, State and ZIP Code)  IDEATION, INC. 1768 BUSINESS CENTER DRIVE SUITE 230  RESTON, VA 201905349						(x)		
						9A. AMENDMENT OF SOLICITATION NO.		
						9B. DATED (SEE ITEM 11)		
CODE						X		
								10A. MODIFICATION OF CONTRACT/ORDER NO. 47QREB19D0006
FACILITY CODE						10B. DATED (SEE ITEM 13) Jul 26, 2019		
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>								
<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers         </div> <div> <input type="checkbox"/> is extended         <input checked="" type="checkbox"/> is not extended.       </div> </div> <p>Offer's must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>								
12. ACCOUNTING AND APPROPRIATION DATA (If required)								
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>								
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO : (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.								
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).								
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF : <b>FAR 43.103 (a)</b>								
D. OTHER (Specify type of modification and authority)								
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>0</u> copies to the issuing office.								
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors See Attached								
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.								
15A. NAME AND TITLE OF SIGNER (Type or print)  (b) (6) Sr. Business Administrator IDEATION, INC.				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  Nasim Lashaninejad Contracting Officer				
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED		
<b>Signed Electronically</b>		Oct 29, 2021		<b>Signed Electronically</b>		Oct 29, 2021		
(Signature of person authorized to sign)				By (Signature of Contracting Officer)				

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30-105

**STANDARD FORM 30 (REV. 10-83)**  
 Prescribed by GSA,  
 FAR (48 CFR) 53.243

Block 14 – Continued

This contract is hereby modified to incorporate Federal Acquisition Regulation (FAR) clause **52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors**.

## CLAUSES

### CLAUSE 52.223-99 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)

(a) *Definition.* As used in this clause -

*United States or its outlying areas* means—

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) *Authority.* This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) *Compliance.* The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at [https://www.saferfederalworkforce.gov/downloads/Draft%20contractor%20guidance%20doc\\_20210922.pdf](https://www.saferfederalworkforce.gov/downloads/Draft%20contractor%20guidance%20doc_20210922.pdf).

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the

**date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.**

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 16	
2. AMENDMENT/MODIFICATION NO. MODIFICATION PS-A823		3. EFFECTIVE DATE SEE BLOCK 16C.		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (IF APPLICABLE)	
6. Issued By Code General Services Administration GENERAL PRODUCTS CENTER SPECIAL PROGRAMS DIV. WASHINGTON DC 20406		7. ADMINISTERED BY (If other than Item 6) Code Contracting Officer					
8. Name and Address of Contractor (No., street, county, State and ZIP Code) IDEATION, INC. 1768 BUSINESS CENTER DRIVE SUITE 230  RESTON, VA 201905349				(x)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. 47QREB19D0006 10B. DATED (SEE ITEM 13) Jul 26, 2019	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended X is not extended.							
Offer's must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of his amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO : (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF : FAR 43.103 (a)							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor is not, X is required to sign this document and return 0 copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Prohibition on Contracting for Certain Telecommunications and Video Surveillance See Attached							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) (b) (6) President IDEATION, INC.				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Nasim Lashaninejad Contracting Officer			
15B. CONTRACTOR/OFFEROR  Signed Electronically (Signature of person authorized to sign)		15C. DATE SIGNED Sep 01, 2020		16B. UNITED STATES OF AMERICA  Signed Electronically By (Signature of Contracting Officer)		16C. DATE SIGNED Sep 01, 2020	

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30-105

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA,  
FAR (48 CFR) 53.243

## Block 14 – Continued

This contract is hereby modified to incorporate revised Federal Acquisition Regulation (FAR) clause 52.204-25 *Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)*. This supersedes any previous version(s) of the clause included in the contract.

### **52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment**

(a) *Definitions.* As used in this clause -

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means -

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal



Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means -

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled -

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow

the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing -

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the

report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.